

POLICY NUMBER: CLP 3 641 462

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTAMINATION OR POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULEContamination or Pollution Hazard Property Damage \$ 100,000 Aggregate LimitAmount and basis of deductible \$ 1,000 per occurrence.

Description of Operations

Gasoline Recovery - from casing head or natural gas

Oil or Gas Well - shooting

Oil or Gas Wells - cementing

Oil or Gas Wells - servicing - by contractors

Oil or Gas Wells - drilling or redrilling, installation or recovery of casing

Oil or Gas Wells - drilling or redrilling, installation or recovery of casing - within the limits of any town or city, on the right-of-way of any railroad

Oil or Gas Wells - perforating of casing

Non-Operating working interests

Oil or Gas Well - acidizing

Oil or Gas Wells - cleaning or swabbing - by contractors

Oil or Gas Wells - cleaning or swabbing by contractors - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay

Oil or Gas Wells - instrument logging or survey work in wells

Oil or Gas Lease Operations - natural gas

Oil or Gas Lease Operations - natural gas - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay

STEP 2

The following provisions are added with respect to "property damage" included within the "contamination or pollution hazard" arising out of operations performed by you or on your behalf and described in this endorsement:

1. Part (1) of the pollution exclusion does not apply.
2. With respect to "property damage" included within the "contamination or pollution hazard" the following is added to **LIMITS OF INSURANCE** (Section III):

Subject to 5. above, the Contamination or Pollution Hazard Property Damage Limit shown in the schedule as subject to this endorsement is the most we will pay under Coverage A for damages because of all "property damage" included within the "contamination or pollution hazard" and arising out of operations in connection with any one well.

3. The following exclusions are added to COVERAGE A (Section I): This insurance does not apply to:
 - a. Damages claimed by any "co-owner of the working interest."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION - FOLLOW FORM

It is agreed that this policy does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) Any loss, cost, or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) "Claim" or "suit" on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

STEP 4

This exclusion does not apply if insurance for such "bodily injury," "property damage" or "personal and advertising injury" is provided by "underlying insurance" at the limits shown in the schedule of "underlying insurance." Coverage for such "bodily injury," "property damage" or "personal and advertising injury" is subject to the same limitations as the "underlying insurance."

The definition of "underlying insurance" does not include insurance coverage afforded by:

GENERAL LIABILITY - COVERAGE D. - LIMITED POLLUTION COVERAGE;

AUTOMOBILE LIABILITY - ENDORSEMENT CA 9948 - BROADENED COVERAGE FOR COVERED AUTOS; or

AUTOMOBILE LIABILITY - ENDORSEMENT AA 3056 POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS, TRANSPORTATION OF DESIGNATED POLLUTANTS.

STEP 5

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- b. The amount of "self-insured retention" as shown in the Declarations of this policy.
20. "Self-insured retention" means the dollar amount specified in the Declarations.
21. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Ultimate net loss" means the total amount of damages for which the insured is legally liable in payment of "bodily injury," "property damage" or "personal and advertising injury." "Ultimate net loss" may be established by adjudication, arbitration, or a compromise settlement to which we have previously agreed in writing. "Ultimate net loss" shall be reduced by any recoveries or salvages which have been paid or will be collected, but the amount of "ultimate net loss" shall not include any expenses incurred by any insured, by us or by any "underlying insurer."
24. "Underlying insurance" means the coverage(s) afforded under insurance policies designated in the schedule of "underlying insurance" on the Declarations Page of this policy. "Underlying insurance" also includes any other insurance available to the insured, except such insurance as may be purchased to apply specifically in excess of this policy. Such other insurance includes any policies issued to renew or replace these policies during the policy period of this insurance that provide:
- a. At least the same limits of insurance; and
 - b. At least the same coverage.
- The coverage and limits stated in the Declarations for underlying insurance, and any renewals or replacements thereof, apply whether or not such is collectible.
25. "Underlying insurer" means any company issuing any policy of "underlying insurance."
26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
27. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

STEP 6

STEP 8

COMMERCIAL UMBRELLA POLICY DECLARATIONS

Case 4:18-cv-00087-BMM-JTJ Document 38-3 Filed 04/17/19 Page 6 of 44

BITCO GENERAL INSURANCE CORPORATION

A CAPITAL STOCK INSURANCE COMPANY - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CUP 2 811 506 H**Renewal of No.** CUP 2 808 499 H**NAMED INSURED AND MAILING ADDRESS**J. BURNS BROWN OPERATING CO.
TEXTANA, INC.
P.O. BOX 420
HAVRE, MT 59501**POLICY PERIOD:** From 09/01/16 to 09/01/17 12:01 A.M. Standard Time at your mailing address
shown above.**FORM OF BUSINESS:**☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Joint Venture ☒ Organization (Other than Partnership
Limited Liability Company or Joint Venture)Business Description: Oil/gas lease operations in MontanaIN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH
YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**LIMIT OF INSURANCE:**

Policy Aggregate Limit \$ 1,000,000.

Self-Insured Retention \$ 10,000. Each Occurrence or Offense not Covered by Underlying Insurance

STEP 7**SCHEDULE OF UNDERLYING INSURANCE:**

TYPE OF INSURANCE	AUTOMOBILE LIABILITY	GENERAL LIABILITY	EMPLOYERS LIABILITY
Company	BITCO General	BITCO General	Excluded
Policy No.:	CAP 3 641 464 H	CLP 3 641 462 H	
Policy Period:	From: 09/01/16 To: 09/01/17	From: 09/01/16 To: 09/01/17	From: To:
Limits of Liability	Each Accident \$1,000,000.	General Aggregate \$2,000,000. Products/Comp. Oper. Aggregate \$2,000,000. Personal and Advertising Injury \$1,000,000. Each Occurrence \$1,000,000.	Bodily Injury Each Accident \$ Bodily Injury By Disease Pol. Limit \$ Bodily Injury By Disease Each Emp. \$

THE TOTAL ADVANCE PREMIUM IS: \$ 2,000.☒ Premium is a Flat Premium Charge.☐ Premium Adjustable: At Rate of \$ _____ per \$ _____ of _____ or☐ _____ % of liability premium for underlying policies: _____☒ Subject to Minimum Premium of \$ 2,000.**ENDORSEMENTS ATTACHED TO THIS POLICY:**

See Schedule of Forms and Endorsements

Countersigned _____ By _____
Date (Authorized Representative)

Insured Copy

COMMERCIAL GENERAL LIABILITY DECLARATIONS**COMPANY:** BITCO GENERAL INSURANCE CORPORATION

CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. CLP 3 641 462 H RENEWAL OF CLP 3 624 256

Named Insured and Mailing Address

J. BURNS BROWN OPERATING CO.
 TEXTANA INC
 P.O. BOX 420
 HAVRE MT 59501

Policy Period: From 09-01-16 to 09-01-17 12:01 A.M. at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
 AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE - COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person or Organization
General Aggregate Limit	\$	2,000,000	
Products--Completed Operations Aggregate Limit	\$	2,000,000	

STEP 9

RETROACTIVE DATE (CG 00 02 Only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

DESCRIPTION OF BUSINESS

Location of All Premises You Own, Rent or Occupy: See Schedule of All Premises Locations

PREMIUM

Commercial General Liability (See Attached Schedule)

Premium Adjustment Period: ANNUAL

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Form and made part of this policy at time of issue.
 See Schedule of Forms and Endorsements

Insured's Copy